

Exhibit A

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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF KING

9 STEVEN W. DICKERSON, an individual
10 residing in the State of Nevada,

11 Plaintiff,

12 vs.

13 ARCADIAN INFRACOM, INC., a Delaware
14 for-profit corporation, DANIEL DAVIS and
15 JANE DOE DAVIS, and the marital
community composed thereof, residents of
Missouri.

16 Defendants.
17

NO. 22-2-10911-4 SEA

COMPLAINT FOR DAMAGES AND
DECLARATORY JUDGMENT

18 COMES NOW Plaintiff Steven W. Dickerson, by and through his undersigned counsel
19 of record, and in his Complaint against Defendants Arcadian Infracom, Inc. and Daniel Davis
20 ("Defendants") states and alleges as follows:

21 **I. PARTIES**

22 1. Mr. Dickerson is an individual residing currently in Nevada, but residing in
23 Seattle, King County, Washington at all times relevant hereto.

24 2. Defendant Arcadian is a Delaware for-profit corporation with offices in St.
25 Louis, Missouri.

1 3. Defendants Daniel Davis and Jane Doe Davis are residents of Missouri and
2 Daniel Davis is the CEO of Arcadian.

3 II. JURISDICTION AND VENUE

4 4. This Court has original jurisdiction over the subject matter of this action
5 pursuant to the Constitution of the State of Washington, Art. 4 § 6. Mr. Dickerson brings this
6 action against Defendants in accordance with and pursuant to Washington law.

7 5. Venue is proper in King County, Washington pursuant to RCW 4.12.020(3)
8 because the action to be tried arose in this county.

9 III. FACTS

10 6. Arcadian is a fiber infrastructure company that provides fiber and
11 telecommunications services to its customers.

12 7. Mr. Dickerson has had an illustrious career in technology sales: he has over
13 forty years of accomplished experience in the field.

14 8. In July 2019, Arcadian and Mr. Dickerson entered into an agreement
15 (“*Services Agreement*”) whereby Arcadian hired Mr. Dickerson to sell its products and
16 services to prospective customers.

17 9. The Services Agreement provided that Arcadian could only terminate the
18 agreement without cause after the first anniversary of the effective date (which was July 21,
19 2019).

20 10. The Services Agreement also provided that Mr. Dickerson would be
21 compensated in stock and with sales commissions, subject to Arcadian’s adoption of a sales
22 compensation plan which may compensate him with “a base salary plus variable
23 compensation.”

24 11. At the outset of his tenure with Arcadian, Mr. Dickerson was provided with
25 training on the company’s products and services as well; an Arcadian email address; and a list

1 of prospective customers he would be working with.

2 12. In the course of his tenure, Mr. Dickerson worked remotely from his home in
3 Seattle and – at Arcadian’s behest – kept regular business hours; utilized customer relationship
4 tools (CRM) for updates on customer meetings and conversations ; attended (virtually) weekly
5 company meetings approximately three to five times a week; logged and provided detailed
6 reports of his contacts with prospective customers; attended conferences (with all expenses
7 paid by Arcadian) as an ambassador for Arcadian; and attended some in-person company
8 meetings and workshops.

9 13. Despite the fact that the Services Agreement referred to Mr. Dickerson as an
10 independent contractor rather than an employee, Mr. Dickerson is properly classified as an
11 employee because Arcadian controlled Mr. Dickerson’s performance of the duties outlined in
12 the Services Agreement.

13 14. Throughout his time with Arcadian, Mr. Dickerson successfully performed the
14 duties outlined in the Services Agreement (as well as the additional, ancillary services
15 Arcadian requested) and received positive performance feedback.

16 15. On May 20, 2020, Arcadian’s chief executive officer Daniel Davis informed
17 Mr. Dickerson that the company was going to take a “different approach” to its sales and
18 business development needs and would no longer require his services.

19 16. Mr. Davis provided Mr. Dickerson with a proposed Termination of Agreement
20 and Release (“**Termination Agreement**”) which offered Mr. Dickerson – in lieu of the
21 compensation he is owed pursuant to the Services Agreement – commissions on three of his
22 accounts, no stock options, and a \$50,000 cash payment to be paid out over the course of a
23 year (but only after closing of the company’s contemplated Series B financing round).

24 17. Mr. Dickerson was asked to return a signed copy of the Termination Agreement
25 “as soon as possible, preferably within the next ten (10) business days.”

1 18. Then, despite the fact that Mr. Dickerson did not sign the Termination
2 Agreement, and despite the fact that there was no other mutual agreement to terminate the
3 Services Agreement, Arcadian disabled Mr. Dickerson's access to all Arcadian systems;
4 instructed him to destroy all Arcadian confidential information in his possession; informed others
5 he was no longer with the company; removed his presence from the company's website; and
6 terminated his unvested shares in Carta.

7 19. Notably, despite Arcadian's representation that it was taking a "different
8 approach" with its sales and business development needs, it did not terminate its relationship
9 with John Pignatelli.

10 20. Mr. Pignatelli is non-Black person who was hired in the same role as Mr.
11 Dickerson and at the same time, but whose credentials and sales did not match Mr.
12 Dickerson's (a point that Mr. Pignatelli himself has admitted).

13 21. As of the date of this complaint, Arcadian has not paid Mr. Dickerson
14 remuneration in any form for the work performed.

15 22. Upon information and belief, Arcadian owes Mr. Dickerson commissions on
16 sales he made pursuant to the Services Agreement.

17 IV. FIRST CAUSE OF ACTION

18 RACE DISCRIMINATION IN VIOLATION OF CHAPTER 49.60, REVISED 19 CODE OF WASHINGTON

20 23. Mr. Dickerson alleges and incorporates herein the allegations set forth above.

21 24. The Washington Law Against Discrimination protects independent contractors
22 from discrimination. RCW 49.60.030(1); *Currier v. Northland Servs., Inc.*, 182 Wn. App.
23 733, 744, 332 P.3d 1006, 1012 (2014).

24 25. As a Black person, Mr. Dickerson is in a protected class due to his race.

25 26. At all relevant times, Mr. Dickerson was satisfactorily performing his

1 obligations under the Services Agreement.

2 Arcadian improperly terminated the Services Agreement as a result of discriminatory
3 animus against Mr. Dickerson.

4 27. As a result of Arcadian's unlawful conduct, Mr. Dickerson has suffered
5 substantial damages including lost pay, emotional distress damages, and attorneys' fees and
6 costs.

7 **V. SECOND CAUSE OF ACTION**

8 **RACE DISCRIMINATION IN VIOLATION OF CHAPTER 14.04, SEATTLE**
9 **MUNICIPAL CODE**

10 28. Mr. Dickerson alleges and incorporates herein the allegations set forth above.

11 29. The Seattle Municipal Code protects employees from race discrimination.
12 SMC 14.04.040(A).

13 30. As a Black person, Mr. Dickerson is in a protected class due to his race.

14 31. At all relevant times, Mr. Dickerson was satisfactorily performing his
15 obligations under the Services Agreement.

16 32. Arcadian improperly terminated Mr. Dickerson's employment as a result of
17 discriminatory animus against him.

18 33. As a result of Arcadian's unlawful conduct, Mr. Dickerson has suffered
19 substantial damages including lost pay, emotional distress damages, and attorneys' fees and
20 costs.

21 **VI. THIRD CAUSE OF ACTION**

22 **DECLARATORY JUDGMENT RE: WAGES DUE PURSUANT TO**
23 **CHAPTER 49.52, RCW**

24 34. Mr. Dickerson alleges and incorporates herein the allegations set forth above.

25 35. An actual, justiciable dispute exists between the parties regarding wages due

1 by Arcadian to Mr. Dickerson.

2 36. Mr. Dickerson is entitled to a declaratory judgment regarding wages due to
3 him by Arcadian.

4 **VII. FOURTH CAUSE OF ACTION**

5 **WAGES DUE PURSUANT TO CHAPTER 49.12 RCW**

6 37. Mr. Dickerson alleges and incorporates herein the allegations set forth above.

7 38. It is unlawful to employ workers in Washington at wages not adequate for their
8 maintenance.

9 39. Defendants have paid no wages at all to the plaintiff despite a year of labor on
10 their behalf.

11 40. Failure to pay any wage was willful.

12 41. Defendant Davis, as CEO of the company, is personally liable for the failure
13 to compensate the plaintiff in any manner whatsoever.

14 42. Mr. Dickerson has been damaged in amounts to be proven at trial.

15 **VIII. FIFTH CAUSE OF ACTION**

16 **BREACH OF CONTRACT**

17 43. Mr. Dickerson alleges and incorporates herein the allegations set forth above.

18 44. The Services Agreement was an enforceable agreement between Mr.
19 Dickerson and Arcadia

20 45. Under the terms of the Services Agreement, Arcadian could not terminate the
21 agreement without cause until July 21, 2020.

22 46. By terminating the agreement in May 2020, Arcadian breached the terms of
23 the Services Agreement.

24 47. As a result of Arcadian's unlawful conduct, Mr. Dickerson has suffered
25 substantial damages.

1 **IX. SIXTH CAUSE OF ACTION**

2 **UNJUST ENRICHMENT**

3 48. Mr. Dickerson alleges and incorporates herein the allegations set forth above

4 49. Defendants received the benefit of Mr. Dickerson's work.

5 50. The benefit was conferred at Mr. Dickerson's expense.

6 51. The circumstances make it unjust for Defendants to retain the benefit without
7 payment.

8 52. Defendant Davis, as CEO, is personally liable for the failure to compensate
9 Mr. Dickerson.

10 53. Mr. Dickerson has been damaged in amounts to be proven at trial.

11 **X. SEVENTH CAUSE OF ACTION**

12 **QUANTUM MERUIT**

13 54. Mr. Dickerson alleges and incorporates herein the allegations set forth above

14 55. Mr. Dickerson worked for the defendants at their request.

15 56. Mr. Dickerson expected to receive payment for his services.

16 57. The defendants knew that Mr. Dickerson expected to receive payment for his
17 work, but paid him nothing.

18 58. Defendant Davis is the CEO of the company, and is personally liable for the
19 failure to compensate Mr. Dickerson.

20 59. Mr. Dickerson has been damaged in amounts to be proven at trial.

21 **XI. EIGHTH CAUSE OF ACTION**

22 **TERMINATION IN VIOLATION OF PUBLIC POLICY**

23 60. Mr. Dickerson alleges and incorporates herein the allegations set forth above.

24 61. Arcadia, in recognition of the illegal and unenforceable nature of its purported
25 compensation scheme, terminated Mr. Dickerson when he refused to execute a release from

1 liability.

2 62. Terminating Mr. Dickerson for refusing to agree to incomplete and illusory
3 compensation is a violation of public policy.

4 63. Mr. Dickerson has been damaged in amounts to be proven at trial.

5 **XII. PRAYER FOR RELIEF**

6 WHEREFORE, Mr. Dickerson prays for relief against Arcadian as follows:

7 1. For an award of lost pay (including back pay and front pay) and other forms of
8 compensation, in an amount to be proven at trial;

9 2. For exemplary damages as authorized under Washington law;

10 3. For an award of emotional distress damages in an amount to be proven at trial;

11 4. For an award of attorneys' fees and costs;

12 5. For a declaratory judgment regarding wages due;

13 6. For prejudgment interest on the sum due; and

14 7. For such other relief as the Court may deem equitable and just.

15 RESPECTFULLY SUBMITTED THIS 13th DAY OF July, 2022.

16 HELSELL FETTERMAN LLP

17
18 /s/Karen A. Kalzer

19 Karen A. Kalzer, WSBA No. 25429
20 *Attorney for Plaintiff Steven W. Dickerson*
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